

### **Telemedicine Services**

When Telemedicine Services are offered, the Contractor must abide by and agree to the provisions described in this agreement.

Coordination of all telemedicine services is maintained through the Office of Telemedicine Services. In order to ensure coordinated service delivery, Contractor will not directly contact the institution(s) to initiate services. Institutions may not begin receiving telemedicine services from the provider without obtaining written authorization from the Office of Telemedicine Services prior to service delivery:

1. The contractor agrees to abide by the Policies and Procedures as outlined in the Telemedicine General Services Guidelines. Telemedicine General Services Guidelines are hereby referenced and incorporated into this contract and are available by contacting the Office of Telemedicine Services:

**Contact Information:**

California Correctional Health Care Services (CCHCS)  
Attn: Office of Telemedicine Services  
P.O Box 4038  
Sacramento, CA 95812  
(916) 327-2468

2. The Contractor must contact the Office of Telemedicine Services to make any change to the telemedicine clinic authorization and schedule. This includes cancellations, rescheduling, requests for additional medical specialties, and any other necessary changes.
3. Approval from CCHCS Medical Contracts and the Office of Telemedicine Services must be obtained prior to providing Telemedicine Services to institutions not included in this Agreement.
4. The Contractor will attend in-service training when requested by the Office of Telemedicine Services.
5. The Contractor will not distribute memos, letters or written information without review and approval by the on-site Chief Executive Officer, the on-site Director of Nursing and the Office of Telemedicine Services.
6. The Contractor will not conduct trainings or schedule meetings without prior approval of the on-site Chief Executive Officer, the on-site Director of Nursing, and the Office of Telemedicine Services.
7. The Contractor will not request CDCR staff to perform duties or assignments not directly related to that site's telemedicine services program.
8. The Contractor agrees to submit required dictated recommendations for treatment (dictation report) to the institution within 3 business days (72 hours). Provided services are considered incomplete until this report is submitted. Billing/invoicing for the service should not occur until consultation (paperwork) is complete and submitted.

9. Contractor's equipment and connectivity to perform telemedicine must meet the CDCR established and approved methods and specifications.
10. All telemedicine visits/clinics will adhere to patient-inmate confidentiality and privacy policies, HIPAA, and HITECH and CMIA requirements.
11. The Contractor will maintain on-site medical record information on each patient-inmate seen via telemedicine. This information will be stored to meet CDCR, HIPAA, HITECH, and CMIA compliance requirements.
12. The Contractor will give as much notice as possible but no less than a 72 hour notice, in the event of a foreseeable clinic cancellation.
13. The Contractor shall meet or exceed the IT security standards established by CCHCS based upon the ISO 27002 standard and the NIST 800 series. Where warranted SAS 70 audits may be required.
14. The Contractor shall obtain approval from the Office of Telemedicine Services prior to initial connectivity to an institution via Telemedicine.
15. Contractors shall refer to and utilize when medically appropriate, the CDCR Correctional Formulary.
16. The Contractor shall provide connectivity for telemedicine sessions utilizing either the H323 or SIP protocols over an IP network.
17. The Contractor is responsible to provide sufficient network bandwidth to support the transmission of a 448P video signal. Currently, this is equal to 768Kbps of synchronous traffic. Additionally, the contractor is responsible for ensuring that the quality of their connection meets the expectations and perceptions to successfully complete a medical encounter.
18. The Contractor shall be responsible for all their telemedicine equipment/data communications outside of CCHCS.
19. The Contractor shall be responsible to restore services, within their realm of control, within 24 hours of failure.